
CARLYLE LAKE

**VARIOUS TYPES OF ROCK
CARLYLE, ILLINOIS**

SPECIFICATIONS FOR

**SUPPLYING AND DELIVERING VARIOUS
TYPES OF ROCK, STONE, SAND AND CLAY TO
CARLYLE LAKE**

SOLICITATION NO. DACW43-01-B-0213

THIS SOLICITATION IS RESTRICTED TO SMALL BUSINESS

GOOD ENGINEERING ENHANCES THE ENVIRONMENT



**US Army Corps
of Engineers
St. Louis District**

Gateway to Excellence

MARCH 2001

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SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 1	
2. CONTRACT NO.		3. SOLICITATION NO. DACW43-01-B-0213		4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP)	5. DATE ISSUED 28 MAR 01	6. REQUISITION/PURCHASE NO. W81C8X-0294-6904	
7. ISSUED BY CONTRACTING DIVISION USARMY ENGR DIST ST LOUIS 1222 SPRUCE ST, RM 4.207 ST LOUIS MO 63103-2833			CODE DACW43	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
			TEL:			TEL:	
			FAX:			FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 4.203</u> until <u>11:00 am</u> local time <u>1 MAY 01</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME JUDY KIBLER		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 314-331-8527		C. E-MAIL ADDRESS Judith.A.Kibler@mvs02.usace.army.mil	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) Carlyle Lake Project Office USACE 801 Lake Road Carlyle, IL 62231-9703		CODE	B3M0A00		25. PAYMENT WILL BE MADE BY USACE FINANCE CENTER 5720 Integrity Drive, ATTN: CEFC-AO-P Millington, TN 38054-5005		CODE T0B0200
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B
BIDDING SCHEDULE NOTES

- (1) All estimated quantities are to be used for bid evaluation only.
- (2) All prices must be on a firm basis and bidders must bid on all items. Failure to bid on any item will be cause for the Government to deem the bid non-responsive.
- (3) Services listed in Section B shall be performed following the issuance of a delivery order ONLY.
- (4) Delivery orders as necessary to accomplish the work required under this contract may be issued by the Contracting Officer or by an Ordering Officer duly appointed in writing to act as Ordering Officer specific to this contract. Each delivery order shall have specific quantities with maximum allowable time frames. No individual delivery order will be issued for less than the specified minimum or not more than the specified maximum. However, orders will be placed for a wide range of varying quantities within the specified quantities. Upon receipt of a delivery order, by the Contractor, the Contractor shall have two normal workdays to begin work.
- (5) AMOUNTS APPLICABLE TO DELIVERY ORDERS
 - Guaranteed Minimum - \$8,000.00
 - Cumulative Maximum - \$400,000.00
- (6) RENEWAL OPTION NOTICE – This solicitation contains a renewal option clause in Section I. The renewal option is to be exercised at the discretion of the Government only and will be binding on the Contractor if a decision is made by the Government to exercise the option.

SECTION B Supplies or Services and Prices Summary Sheet

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ROCK CONTRACT BASE YEAR TOTAL		Dollars, U.S.	N/A	\$ _____
1001	ROCK CONTRACT - OPTION YEAR 1 TOTAL		Dollars, U.S.	N/A	\$ _____
2001	ROCK CONTRACT - OPTION YEAR 2 TOTAL		Dollars, U.S.	N/A	\$ _____
3001	ROCK CONTRACT - OPTION YEAR 3 TOTAL		Dollars, U.S.	N/A	\$ _____
4001	ROCK CONTRACT - OPTION YEAR 4 TOTAL		Dollars, U.S.	N/A	\$ _____
GRAND TOTAL – BASE AND ALL OPTION YEARS					\$ _____

Item Number	Supplies/Services Description	Quantity	U/I	Unit Price	Amount
0001	1000 LB RIP RAP (RR7) Area 1, Delivered in Semi Truck	150	TN	\$_____	\$ _____
0002	1000 LB RIP RAP (RR7) Area 2, Delivered in Semi Truck	150	TN	\$_____	\$ _____
0003	1000 LB RIP RAP (RR7) Area 3, Delivered in Semi Truck	1000	TN	\$_____	\$ _____
0004	1000 LB RIP RAP (RR7) Area 4, Delivered in Semi Truck	1000	TN	\$_____	\$ _____
0005	1000 LB RIP RAP (RR7) Area 5, Delivered in Semi Truck	500	TN	\$_____	\$ _____
0006	1000 LB RIP RAP (RR7) Area 6, Delivered in Semi Truck	500	TN	\$_____	\$ _____
0007	1000 LB RIP RAP (RR7) Area 7, Delivered in Semi Truck	500	TN	\$_____	\$ _____
0008	400 LB RIP RAP (RR5) Area 1, Delivered in Semi-Truck	50	TN	\$_____	\$ _____
0009	400 LB RIP RAP (RR5) Area 2, Delivered in Semi-Truck	50	TN	\$_____	\$ _____
0010	400 LB RIP RAP (RR5) Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
0011	400 LB RIP RAP (RR5) Area 4, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
0012	400 LB RIP RAP (RR5) Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
0013	400 LB RIP RAP (RR5) Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0014	400 LB RIP RAP (RR5) Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
0015	400 LB RIP RAP (RR5) Area 1, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0016	400 LB RIP RAP (RR5) Area 2, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0017	400 LB RIP RAP (RR5) Area 3, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0018	400 LB RIP RAP (RR5) Area 4, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0019	400 LB RIP RAP (RR5) Area 5, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0020	400 LB RIP RAP (RR5) Area 6, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0021	400 LB RIP RAP (RR5) Area 7, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0022	150 LB RIP RAP (RR4) Area 1, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
0023	150 LB RIP RAP (RR4) Area 2, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
0024	150 LB RIP RAP (RR4) Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
0025	150 LB RIP RAP (RR4) Area 4, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
0026	150 LB RIP RAP (RR4) Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
0027	150 LB RIP RAP (RR4) Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
0028	150 LB RIP RAP (RR4) Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0029	150 LB RIP RAP (RR4) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
0030	150 LB RIP RAP (RR4) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
0031	150 LB RIP RAP (RR4) Area 3, Delivered in Tandem-Truck	1000	TN	\$_____	\$_____
0032	150 LB RIP RAP (RR4) Area 4, Delivered in Tandem-Truck	1000	TN	\$_____	\$_____
0033	150 LB RIP RAP (RR4) Area 5, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
0034	150 LB RIP RAP (RR4) Area 6, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
0035	150 LB RIP RAP (RR4) Area 7, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
0036	50 LB RIP RAP (RR3) Area 1, Delivered in Semi-Truck	50	TN	\$_____	\$_____
0037	50 LB RIP RAP (RR3) Area 2, Delivered in Semi-Truck	50	TN	\$_____	\$_____
0038	50 LB RIP RAP (RR3) Area 3, Delivered in Semi-Truck	50	TN	\$_____	\$_____
0039	50 LB RIP RAP (RR3) Area 4, Delivered in Semi-Truck	50	TN	\$_____	\$_____
0040	50 LB RIP RAP (RR3) Area 5, Delivered in Semi-Truck	50	TN	\$_____	\$_____
0041	50 LB RIP RAP (RR3) Area 6, Delivered in Semi-Truck	50	TN	\$_____	\$_____
0042	50 LB RIP RAP (RR3) Area 7, Delivered in Semi-Truck	50	TN	\$_____	\$_____
0043	50 LB RIP RAP (RR3) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
0044	50 LB RIP RAP (RR3) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
0045	50 LB RIP RAP (RR3) Area 3, Delivered in Tandem-Truck	100	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0046	50 LB RIP RAP (RR3) Area 4, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
0047	50 LB RIP RAP (RR3) Area 5, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
0048	50 LB RIP RAP (RR3) Area 6, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
0049	50 LB RIP RAP (RR3) Area 7, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
0050	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0051	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0052	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0053	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0054	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0055	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0056	3" CLEAN CHOKE STONE (RR1) Area 7, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0057	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
0058	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
0059	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
0060	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
0061	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0062	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Tandem-Truck	100	TN	\$_____	\$ _____
0063	3" CLEAN CHOKE STONE Area 7, Delivered in Tandem-Truck	100	TN	\$_____	\$ _____
0064	3" STONE (CA-1) Area 1, Delivered in Semi Truck	40	TN	\$_____	\$ _____
0065	3" STONE (CA-1) Area 2, Delivered in Semi Truck	40	TN	\$_____	\$ _____
0066	3" STONE (CA-1) Area 3, Delivered in Semi Truck	40	TN	\$_____	\$ _____
0067	3" STONE (CA-1) Area 4, Delivered in Semi Truck	40	TN	\$_____	\$ _____
0068	3" STONE (CA-1) Area 5, Delivered in Semi Truck	40	TN	\$_____	\$ _____
0069	3" STONE (CA-1) Area 6, Delivered in Semi Truck	40	TN	\$_____	\$ _____
0070	3" STONE (CA-1) Area 7, Delivered in Semi Truck	40	TN	\$_____	\$ _____
0071	3" STONE (CA-1) Area 1, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0072	3" STONE (CA-1) Area 2, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
0073	3" STONE (CA-1) Area 3, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0074	3" STONE (CA-1) Area 4, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0075	3" STONE (CA-1) Area 5, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0076	3" STONE (CA-1) Area 6, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0077	3" STONE (CA-1) Area 7, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
0078	3" MINUS STONE (CA-2) Area 1, Delivered in Semi-Truck	40	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0079	3" MINUS STONE (CA-2) Area 2, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
0080	3" MINUS STONE (CA-2) Area 3, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
0081	3" MINUS STONE (CA-2) Area 4, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
0082	3" MINUS STONE (CA-2) Area 5, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
0083	3" MINUS STONE (CA-2) Area 6, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
0084	3" MINUS STONE (CA-2) Area 7, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
0085	3" MINUS STONE (CA-2) Area 1, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
0086	3" MINUS STONE (CA-2) Area 2, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
0087	3" MINUS STONE (CA-2) Area 3, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
0088	3" MINUS STONE (CA-2) Area 4, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
0089	3" MINUS STONE (CA-2) Area 5, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
0090	3" MINUS STONE (CA-2) Area 6, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
0091	3" MINUS STONE (CA-2) Area 7, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
0092	CA-10 STONE Area 1, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0093	CA-10 STONE Area 2, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0094	CA-10 STONE Area 3, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0095	CA-10 STONE Area 4, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0096	CA-10 STONE Area 5, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0097	CA-10 STONE Area 6, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0098	CA-10 STONE Area 7, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0099	CA-10 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
0100	CA-10 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
0101	CA-10 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
0102	CA-10 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
0103	CA-10 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
0104	CA-10 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
0105	CA-10 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
0106	CA-6 STONE Area 1, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0107	CA-6 STONE Area 2, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0108	CA-6 STONE Area 3, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0109	CA-6 STONE Area 4, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0110	CA-6 STONE Area 5, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
0111	CA-6 STONE Area 6, Delivered in Semi-Truck	20	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0112	CA-6 STONE Area 7, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0113	CA-6 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
0114	CA-6 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
0115	CA-6 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
0116	CA-6 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
0117	CA-6 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
0118	CA-6 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
0119	CA-6 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
0120	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0121	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0122	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0123	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0124	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0125	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0126	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
0127	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0128	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
0129	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
0130	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
0131	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
0132	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
0133	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
0134	BEACH SAND Area 1, Delivered in Semi-Truck	500	TN	\$_____	\$_____
0135	BEACH SAND Area 2, Delivered in Semi-Truck	500	TN	\$_____	\$_____
0136	BEACH SAND Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$_____
0137	BEACH SAND Area 4, Delivered in Semi-Truck	500	TN	\$_____	\$_____
0138	BEACH SAND Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$_____
0139	BEACH SAND Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$_____
0140	BEACH SAND Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$_____
0141	BEACH SAND Area 1, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
0142	BEACH SAND Area 2, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
0143	BEACH SAND Area 3, Delivered in Tandem-Truck	1000	TN	\$_____	\$_____
0144	BEACH SAND Area 4, Delivered in Tandem-Truck	500	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0145	BEACH SAND Area 5, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
0146	BEACH SAND Area 6, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
0147	BEACH SAND Area 7, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
0148	CLAY Area 1, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0149	CLAY Area 2, Delivered in Semi-Truck	400	TN	\$ _____	\$ _____
0150	CLAY Area 3, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0151	CLAY Area 4, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0152	CLAY Area 5, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0153	CLAY Area 6, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0154	CLAY Area 7, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
0155	CLAY Area 1, Delivered in Tandem-Truck	15	TN	\$ _____	\$ _____
0156	CLAY Area 2, Delivered in Tandem-Truck	400	TN	\$ _____	\$ _____
0157	CLAY Area 3, Delivered in Tandem-Truck	15	TN	\$ _____	\$ _____
0158	CLAY Area 4, Delivered in Tandem-Truck	15	TN	\$ _____	\$ _____
0159	CLAY Area 5, Delivered in Tandem-Truck	15	TN	\$ _____	\$ _____
0160	CLAY Area 6, Delivered in Tandem-Truck	15	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
0161	CLAY Area 7, Delivered in Tandem-Truck	15	TN	\$_____	\$ _____
GRAND TOTAL BASE YEAR					\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
FIRST OPTION YEAR					
1001	1000 LB RIP RAP (RR7) Area 1, Delivered in Semi Truck	150	TN	\$_____	\$ _____
1002	1000 LB RIP RAP (RR7) Area 2, Delivered in Semi Truck	150	TN	\$_____	\$ _____
1003	1000 LB RIP RAP (RR7) Area 3, Delivered in Semi Truck	1000	TN	\$_____	\$ _____
1004	1000 LB RIP RAP (RR7) Area 4, Delivered in Semi Truck	1000	TN	\$_____	\$ _____
1005	1000 LB RIP RAP (RR7) Area 5, Delivered in Semi Truck	500	TN	\$_____	\$ _____
1006	1000 LB RIP RAP (RR7) Area 6, Delivered in Semi Truck	500	TN	\$_____	\$ _____
1007	1000 LB RIP RAP (RR7) Area 7, Delivered in Semi Truck	500	TN	\$_____	\$ _____
1008	400 LB RIP RAP (RR5) Area 1, Delivered in Semi-Truck	50	TN	\$_____	\$ _____
1009	400 LB RIP RAP (RR5) Area 2, Delivered in Semi-Truck	50	TN	\$_____	\$ _____
1010	400 LB RIP RAP (RR5) Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
1011	400 LB RIP RAP (RR5) Area 4, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
1012	400 LB RIP RAP (RR5) Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
1013	400 LB RIP RAP (RR5) Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
1014	400 LB RIP RAP (RR5) Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
1015	400 LB RIP RAP (RR5) Area 1, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1016	400 LB RIP RAP (RR5) Area 2, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
1017	400 LB RIP RAP (RR5) Area 3, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
1018	400 LB RIP RAP (RR5) Area 4, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
1019	400 LB RIP RAP (RR5) Area 5, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
1020	400 LB RIP RAP (RR5) Area 6, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
1021	400 LB RIP RAP (RR5) Area 7, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
1022	150 LB RIP RAP (RR4) Area 1, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
1023	150 LB RIP RAP (RR4) Area 2, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
1024	150 LB RIP RAP (RR4) Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
1025	150 LB RIP RAP (RR4) Area 4, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
1026	150 LB RIP RAP (RR4) Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
1027	150 LB RIP RAP (RR4) Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
1028	150 LB RIP RAP (RR4) Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
1029	150 LB RIP RAP (RR4) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$ _____
1030	150 LB RIP RAP (RR4) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$ _____
1031	150 LB RIP RAP (RR4) Area 3, Delivered in Tandem-Truck	1000	TN	\$_____	\$ _____
1032	150 LB RIP RAP (RR4) Area 4, Delivered in Tandem-Truck	1000	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1033	150 LB RIP RAP (RR4) Area 5, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
1034	150 LB RIP RAP (RR4) Area 6, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
1035	150 LB RIP RAP (RR4) Area 7, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
1036	50 LB RIP RAP (RR3) Area 1, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
1037	50 LB RIP RAP (RR3) Area 2, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
1038	50 LB RIP RAP (RR3) Area 3, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
1039	50 LB RIP RAP (RR3) Area 4, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
1040	50 LB RIP RAP (RR3) Area 5, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
1041	50 LB RIP RAP (RR3) Area 6, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
1042	50 LB RIP RAP (RR3) Area 7, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
1043	50 LB RIP RAP (RR3) Area 1, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
1044	50 LB RIP RAP (RR3) Area 2, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
1045	50 LB RIP RAP (RR3) Area 3, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
1046	50 LB RIP RAP (RR3) Area 4, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
1047	50 LB RIP RAP (RR3) Area 5, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
1048	50 LB RIP RAP (RR3) Area 6, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1049	50 LB RIP RAP (RR3) Area 7, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
1050	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1051	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1052	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1053	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1054	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1055	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1056	3" CLEAN CHOKE STONE (RR1) Area 7, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1057	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
1058	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
1059	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
1060	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
1061	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
1062	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
1063	3" CLEAN CHOKE STONE Area 7, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
1064	3" STONE (CA-1) Area 1, Delivered in Semi Truck	40	TN	\$_____	\$_____
1065	3" STONE (CA-1) Area 2, Delivered in Semi Truck	40	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1066	3" STONE (CA-1) Area 3, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
1067	3" STONE (CA-1) Area 4, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
1068	3" STONE (CA-1) Area 5, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
1069	3" STONE (CA-1) Area 6, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
1070	3" STONE (CA-1) Area 7, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
1071	3" STONE (CA-1) Area 1, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
1072	3" STONE (CA-1) Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1073	3" STONE (CA-1) Area 3, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
1074	3" STONE (CA-1) Area 4, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
1075	3" STONE (CA-1) Area 5, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
1076	3" STONE (CA-1) Area 6, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
1077	3" STONE (CA-1) Area 7, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
1078	3" MINUS STONE (CA-2) Area 1, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
1079	3" MINUS STONE (CA-2) Area 2, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
1080	3" MINUS STONE (CA-2) Area 3, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
1081	3" MINUS STONE (CA-2) Area 4, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1082	3" MINUS STONE (CA-2) Area 5, Delivered in Semi-Truck	40	TN	\$_____	\$_____
1083	3" MINUS STONE (CA-2) Area 6, Delivered in Semi-Truck	40	TN	\$_____	\$_____
1084	3" MINUS STONE (CA-2) Area 7, Delivered in Semi-Truck	40	TN	\$_____	\$_____
1085	3" MINUS STONE (CA-2) Area 1, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1086	3" MINUS STONE (CA-2) Area 2, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1087	3" MINUS STONE (CA-2) Area 3, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1088	3" MINUS STONE (CA-2) Area 4, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1089	3" MINUS STONE (CA-2) Area 5, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1090	3" MINUS STONE (CA-2) Area 6, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1091	3" MINUS STONE (CA-2) Area 7, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1092	CA-10 STONE Area 1, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1093	CA-10 STONE Area 2, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1094	CA-10 STONE Area 3, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1095	CA-10 STONE Area 4, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1096	CA-10 STONE Area 5, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1097	CA-10 STONE Area 6, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1098	CA-10 STONE Area 7, Delivered in Semi-Truck	20	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1099	CA-10 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1100	CA-10 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1101	CA-10 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1102	CA-10 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1103	CA-10 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1104	CA-10 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1105	CA-10 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1106	CA-6 STONE Area 1, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
1107	CA-6 STONE Area 2, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
1108	CA-6 STONE Area 3, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
1109	CA-6 STONE Area 4, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
1110	CA-6 STONE Area 5, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
1111	CA-6 STONE Area 6, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
1112	CA-6 STONE Area 7, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
1113	CA-6 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
1114	CA-6 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1115	CA-6 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
1116	CA-6 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
1117	CA-6 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
1118	CA-6 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
1119	CA-6 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
1120	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1121	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1122	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1123	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1124	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1125	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1126	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Semi-Truck	20	TN	\$_____	\$_____
1127	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1128	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1129	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1130	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
1131	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Tandem-Truck	30	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1132	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
1133	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
1134	BEACH SAND Area 1, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
1135	BEACH SAND Area 2, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
1136	BEACH SAND Area 3, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
1137	BEACH SAND Area 4, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
1138	BEACH SAND Area 5, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
1139	BEACH SAND Area 6, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
1140	BEACH SAND Area 7, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
1141	BEACH SAND Area 1, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
1142	BEACH SAND Area 2, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
1143	BEACH SAND Area 3, Delivered in Tandem-Truck	1000	TN	\$ _____	\$ _____
1144	BEACH SAND Area 4, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
1145	BEACH SAND Area 5, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
1146	BEACH SAND Area 6, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
1147	BEACH SAND Area 7, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
1148	CLAY Area 1, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1149	CLAY Area 2, Delivered in Semi-Truck	400	TN	\$_____	\$_____
1150	CLAY Area 3, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1151	CLAY Area 4, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1152	CLAY Area 5, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1153	CLAY Area 6, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1154	CLAY Area 7, Delivered in Semi-Truck	100	TN	\$_____	\$_____
1155	CLAY Area 1, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
1156	CLAY Area 2, Delivered in Tandem-Truck	400	TN	\$_____	\$_____
1157	CLAY Area 3, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
1158	CLAY Area 4, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
1159	CLAY Area 5, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
1160	CLAY Area 6, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
1161	CLAY Area 7, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
GRAND TOTAL FIRST OPTION YEAR					\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
SECOND OPTION YEAR					
2001	1000 LB RIP RAP (RR7) Area 1, Delivered in Semi Truck	150	TN	\$_____	\$ _____
2002	1000 LB RIP RAP (RR7) Area 2, Delivered in Semi Truck	150	TN	\$_____	\$ _____
2003	1000 LB RIP RAP (RR7) Area 3, Delivered in Semi Truck	1000	TN	\$_____	\$ _____
2004	1000 LB RIP RAP (RR7) Area 4, Delivered in Semi Truck	1000	TN	\$_____	\$ _____
2005	1000 LB RIP RAP (RR7) Area 5, Delivered in Semi Truck	500	TN	\$_____	\$ _____
2006	1000 LB RIP RAP (RR7) Area 6, Delivered in Semi Truck	500	TN	\$_____	\$ _____
2007	1000 LB RIP RAP (RR7) Area 7, Delivered in Semi Truck	500	TN	\$_____	\$ _____
2008	400 LB RIP RAP (RR5) Area 1, Delivered in Semi-Truck	50	TN	\$_____	\$ _____
2009	400 LB RIP RAP (RR5) Area 2, Delivered in Semi-Truck	50	TN	\$_____	\$ _____
2010	400 LB RIP RAP (RR5) Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
2011	400 LB RIP RAP (RR5) Area 4, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
2012	400 LB RIP RAP (RR5) Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
2013	400 LB RIP RAP (RR5) Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
2014	400 LB RIP RAP (RR5) Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
2015	400 LB RIP RAP (RR5) Area 1, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
2016	400 LB RIP RAP (RR5) Area 2, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2017	400 LB RIP RAP (RR5) Area 3, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
2018	400 LB RIP RAP (RR5) Area 4, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
2019	400 LB RIP RAP (RR5) Area 5, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
2020	400 LB RIP RAP (RR5) Area 6, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
2021	400 LB RIP RAP (RR5) Area 7, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
2022	150 LB RIP RAP (RR4) Area 1, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
2023	150 LB RIP RAP (RR4) Area 2, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
2024	150 LB RIP RAP (RR4) Area 3, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
2025	150 LB RIP RAP (RR4) Area 4, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
2026	150 LB RIP RAP (RR4) Area 5, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
2027	150 LB RIP RAP (RR4) Area 6, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
2028	150 LB RIP RAP (RR4) Area 7, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
2029	150 LB RIP RAP (RR4) Area 1, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2030	150 LB RIP RAP (RR4) Area 2, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2031	150 LB RIP RAP (RR4) Area 3, Delivered in Tandem-Truck	1000	TN	\$ _____	\$ _____
2032	150 LB RIP RAP (RR4) Area 4, Delivered in Tandem-Truck	1000	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2033	150 LB RIP RAP (RR4) Area 5, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2034	150 LB RIP RAP (RR4) Area 6, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2035	150 LB RIP RAP (RR4) Area 7, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2036	50 LB RIP RAP (RR3) Area 1, Delivered in Semi-Truck	50	TN	\$_____	\$_____
2037	50 LB RIP RAP (RR3) Area 2, Delivered in Semi-Truck	50	TN	\$_____	\$_____
2038	50 LB RIP RAP (RR3) Area 3, Delivered in Semi-Truck	50	TN	\$_____	\$_____
2039	50 LB RIP RAP (RR3) Area 4, Delivered in Semi-Truck	50	TN	\$_____	\$_____
2040	50 LB RIP RAP (RR3) Area 5, Delivered in Semi-Truck	50	TN	\$_____	\$_____
2041	50 LB RIP RAP (RR3) Area 6, Delivered in Semi-Truck	50	TN	\$_____	\$_____
2042	50 LB RIP RAP (RR3) Area 7, Delivered in Semi-Truck	50	TN	\$_____	\$_____
2043	50 LB RIP RAP (RR3) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
2044	50 LB RIP RAP (RR3) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
2045	50 LB RIP RAP (RR3) Area 3, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
2046	50 LB RIP RAP (RR3) Area 4, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
2047	50 LB RIP RAP (RR3) Area 5, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
2048	50 LB RIP RAP (RR3) Area 6, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
2049	50 LB RIP RAP (RR3) Area 7, Delivered in Tandem-Truck	100	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2050	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
2051	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
2052	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
2053	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
2054	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
2055	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
2056	3" CLEAN CHOKE STONE (RR1) Area 7, Delivered in Semi-Truck	100	TN	\$ _____	\$ _____
2057	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2058	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2059	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2060	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2061	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2062	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2063	3" CLEAN CHOKE STONE Area 7, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
2064	3" STONE (CA-1) Area 1, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
2065	3" STONE (CA-1) Area 2, Delivered in Semi Truck	40	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2066	3" STONE (CA-1) Area 3, Delivered in Semi Truck	40	TN	\$_____	\$ _____
2067	3" STONE (CA-1) Area 4, Delivered in Semi Truck	40	TN	\$_____	\$ _____
2068	3" STONE (CA-1) Area 5, Delivered in Semi Truck	40	TN	\$_____	\$ _____
2069	3" STONE (CA-1) Area 6, Delivered in Semi Truck	40	TN	\$_____	\$ _____
2070	3" STONE (CA-1) Area 7, Delivered in Semi Truck	40	TN	\$_____	\$ _____
2071	3" STONE (CA-1) Area 1, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
2072	3" STONE (CA-1) Area 2, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2073	3" STONE (CA-1) Area 3, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
2074	3" STONE (CA-1) Area 4, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
2075	3" STONE (CA-1) Area 5, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
2076	3" STONE (CA-1) Area 6, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
2077	3" STONE (CA-1) Area 7, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
2078	3" MINUS STONE (CA-2) Area 1, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
2079	3" MINUS STONE (CA-2) Area 2, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
2080	3" MINUS STONE (CA-2) Area 3, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
2081	3" MINUS STONE (CA-2) Area 4, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
2082	3" MINUS STONE (CA-2) Area 5, Delivered in Semi-Truck	40	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2083	3" MINUS STONE (CA-2) Area 6, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
2084	3" MINUS STONE (CA-2) Area 7, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
2085	3" MINUS STONE (CA-2) Area 1, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2086	3" MINUS STONE (CA-2) Area 2, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2087	3" MINUS STONE (CA-2) Area 3, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2088	3" MINUS STONE (CA-2) Area 4, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2089	3" MINUS STONE (CA-2) Area 5, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2090	3" MINUS STONE (CA-2) Area 6, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2091	3" MINUS STONE (CA-2) Area 7, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2092	CA-10 STONE Area 1, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2093	CA-10 STONE Area 2, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2094	CA-10 STONE Area 3, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2095	CA-10 STONE Area 4, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2096	CA-10 STONE Area 5, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2097	CA-10 STONE Area 6, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2098	CA-10 STONE Area 7, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2099	CA-10 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2100	CA-10 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2101	CA-10 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2102	CA-10 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2103	CA-10 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2104	CA-10 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2105	CA-10 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2106	CA-6 STONE Area 1, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
2107	CA-6 STONE Area 2, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
2108	CA-6 STONE Area 3, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
2109	CA-6 STONE Area 4, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
2110	CA-6 STONE Area 5, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
2111	CA-6 STONE Area 6, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
2112	CA-6 STONE Area 7, Delivered in Semi-Truck	20	TN	\$_____	\$ _____
2113	CA-6 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2114	CA-6 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____
2115	CA-6 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2116	CA-6 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
2117	CA-6 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
2118	CA-6 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
2119	CA-6 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
2120	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2121	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2122	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2123	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2124	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2125	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2126	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
2127	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2128	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2129	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2130	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
2131	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2132	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
2133	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
2134	BEACH SAND Area 1, Delivered in Semi-Truck	500	TN	\$_____	\$_____
2135	BEACH SAND Area 2, Delivered in Semi-Truck	500	TN	\$_____	\$_____
2136	BEACH SAND Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$_____
2137	BEACH SAND Area 4, Delivered in Semi-Truck	500	TN	\$_____	\$_____
2138	BEACH SAND Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$_____
2139	BEACH SAND Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$_____
2140	BEACH SAND Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$_____
2141	BEACH SAND Area 1, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2142	BEACH SAND Area 2, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2143	BEACH SAND Area 3, Delivered in Tandem-Truck	1000	TN	\$_____	\$_____
2144	BEACH SAND Area 4, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2145	BEACH SAND Area 5, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2146	BEACH SAND Area 6, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2147	BEACH SAND Area 7, Delivered in Tandem-Truck	500	TN	\$_____	\$_____
2148	CLAY Area 1, Delivered in Semi-Truck	100	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
2149	CLAY Area 2, Delivered in Semi-Truck	400	TN	\$_____	\$_____
2150	CLAY Area 3, Delivered in Semi-Truck	100	TN	\$_____	\$_____
2151	CLAY Area 4, Delivered in Semi-Truck	100	TN	\$_____	\$_____
2152	CLAY Area 5, Delivered in Semi-Truck	100	TN	\$_____	\$_____
2153	CLAY Area 6, Delivered in Semi-Truck	100	TN	\$_____	\$_____
2154	CLAY Area 7, Delivered in Semi-Truck	100	TN	\$_____	\$_____
2155	CLAY Area 1, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
2156	CLAY Area 2, Delivered in Tandem-Truck	400	TN	\$_____	\$_____
2157	CLAY Area 3, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
2158	CLAY Area 4, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
2159	CLAY Area 5, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
2160	CLAY Area 6, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
2161	CLAY Area 7, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
GRAND TOTAL SECOND OPTION YEAR					\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
THIRD OPTION YEAR					
3001	1000 LB RIP RAP (RR7) Area 1, Delivered in Semi Truck	150	TN	\$ _____	\$ _____
3002	1000 LB RIP RAP (RR7) Area 2, Delivered in Semi Truck	150	TN	\$ _____	\$ _____
3003	1000 LB RIP RAP (RR7) Area 3, Delivered in Semi Truck	1000	TN	\$ _____	\$ _____
3004	1000 LB RIP RAP (RR7) Area 4, Delivered in Semi Truck	1000	TN	\$ _____	\$ _____
3005	1000 LB RIP RAP (RR7) Area 5, Delivered in Semi Truck	500	TN	\$ _____	\$ _____
3006	1000 LB RIP RAP (RR7) Area 6, Delivered in Semi Truck	500	TN	\$ _____	\$ _____
3007	1000 LB RIP RAP (RR7) Area 7, Delivered in Semi Truck	500	TN	\$ _____	\$ _____
3008	400 LB RIP RAP (RR5) Area 1, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3009	400 LB RIP RAP (RR5) Area 2, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3010	400 LB RIP RAP (RR5) Area 3, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
3011	400 LB RIP RAP (RR5) Area 4, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
3012	400 LB RIP RAP (RR5) Area 5, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3013	400 LB RIP RAP (RR5) Area 6, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3014	400 LB RIP RAP (RR5) Area 7, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3015	400 LB RIP RAP (RR5) Area 1, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3016	400 LB RIP RAP (RR5) Area 2, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
3017	400 LB RIP RAP (RR5) Area 3, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
3018	400 LB RIP RAP (RR5) Area 4, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
3019	400 LB RIP RAP (RR5) Area 5, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
3020	400 LB RIP RAP (RR5) Area 6, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
3021	400 LB RIP RAP (RR5) Area 7, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
3022	150 LB RIP RAP (RR4) Area 1, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
3023	150 LB RIP RAP (RR4) Area 2, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
3024	150 LB RIP RAP (RR4) Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
3025	150 LB RIP RAP (RR4) Area 4, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
3026	150 LB RIP RAP (RR4) Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
3027	150 LB RIP RAP (RR4) Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
3028	150 LB RIP RAP (RR4) Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
3029	150 LB RIP RAP (RR4) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$ _____
3030	150 LB RIP RAP (RR4) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$ _____
3031	150 LB RIP RAP (RR4) Area 3, Delivered in Tandem-Truck	1000	TN	\$_____	\$ _____
3032	150 LB RIP RAP (RR4) Area 4, Delivered in Tandem-Truck	1000	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3033	150 LB RIP RAP (RR4) Area 5, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
3034	150 LB RIP RAP (RR4) Area 6, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
3035	150 LB RIP RAP (RR4) Area 7, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
3036	50 LB RIP RAP (RR3) Area 1, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3037	50 LB RIP RAP (RR3) Area 2, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3038	50 LB RIP RAP (RR3) Area 3, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3039	50 LB RIP RAP (RR3) Area 4, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3040	50 LB RIP RAP (RR3) Area 5, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3041	50 LB RIP RAP (RR3) Area 6, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3042	50 LB RIP RAP (RR3) Area 7, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
3043	50 LB RIP RAP (RR3) Area 1, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
3044	50 LB RIP RAP (RR3) Area 2, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
3045	50 LB RIP RAP (RR3) Area 3, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
3046	50 LB RIP RAP (RR3) Area 4, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
3047	50 LB RIP RAP (RR3) Area 5, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
3048	50 LB RIP RAP (RR3) Area 6, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3049	50 LB RIP RAP (RR3) Area 7, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
3050	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3051	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3052	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3053	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3054	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3055	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3056	3" CLEAN CHOKE STONE (RR1) Area 7, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3057	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
3058	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
3059	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
3060	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
3061	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
3062	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
3063	3" CLEAN CHOKE STONE Area 7, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
3064	3" STONE (CA-1) Area 1, Delivered in Semi Truck	40	TN	\$_____	\$_____
3065	3" STONE (CA-1) Area 2, Delivered in Semi Truck	40	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3066	3" STONE (CA-1) Area 3, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
3067	3" STONE (CA-1) Area 4, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
3068	3" STONE (CA-1) Area 5, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
3069	3" STONE (CA-1) Area 6, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
3070	3" STONE (CA-1) Area 7, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
3071	3" STONE (CA-1) Area 1, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
3072	3" STONE (CA-1) Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3073	3" STONE (CA-1) Area 3, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
3074	3" STONE (CA-1) Area 4, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
3075	3" STONE (CA-1) Area 5, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
3076	3" STONE (CA-1) Area 6, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
3077	3" STONE (CA-1) Area 7, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
3078	3" MINUS STONE (CA-2) Area 1, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
3079	3" MINUS STONE (CA-2) Area 2, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
3080	3" MINUS STONE (CA-2) Area 3, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
3081	3" MINUS STONE (CA-2) Area 4, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3082	3" MINUS STONE (CA-2) Area 5, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
3083	3" MINUS STONE (CA-2) Area 6, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
3084	3" MINUS STONE (CA-2) Area 7, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
3085	3" MINUS STONE (CA-2) Area 1, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3086	3" MINUS STONE (CA-2) Area 2, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3087	3" MINUS STONE (CA-2) Area 3, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3088	3" MINUS STONE (CA-2) Area 4, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3089	3" MINUS STONE (CA-2) Area 5, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3090	3" MINUS STONE (CA-2) Area 6, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3091	3" MINUS STONE (CA-2) Area 7, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3092	CA-10 STONE Area 1, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3093	CA-10 STONE Area 2, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3094	CA-10 STONE Area 3, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3095	CA-10 STONE Area 4, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3096	CA-10 STONE Area 5, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3097	CA-10 STONE Area 6, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3098	CA-10 STONE Area 7, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3099	CA-10 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3100	CA-10 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3101	CA-10 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3102	CA-10 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3103	CA-10 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3104	CA-10 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3105	CA-10 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3106	CA-6 STONE Area 1, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3107	CA-6 STONE Area 2, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3108	CA-6 STONE Area 3, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3109	CA-6 STONE Area 4, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3110	CA-6 STONE Area 5, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3111	CA-6 STONE Area 6, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3112	CA-6 STONE Area 7, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
3113	CA-6 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
3114	CA-6 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3115	CA-6 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
3116	CA-6 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
3117	CA-6 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
3118	CA-6 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
3119	CA-6 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
3120	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Semi-Truck	20	TN	\$_____	\$_____
3121	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Semi-Truck	20	TN	\$_____	\$_____
3122	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Semi-Truck	20	TN	\$_____	\$_____
3123	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Semi-Truck	20	TN	\$_____	\$_____
3124	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Semi-Truck	20	TN	\$_____	\$_____
3125	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Semi-Truck	20	TN	\$_____	\$_____
3126	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Semi-Truck	20	TN	\$_____	\$_____
3127	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
3128	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
3129	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
3130	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
3131	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Tandem-Truck	30	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3132	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3133	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
3134	BEACH SAND Area 1, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3135	BEACH SAND Area 2, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3136	BEACH SAND Area 3, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
3137	BEACH SAND Area 4, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3138	BEACH SAND Area 5, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3139	BEACH SAND Area 6, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3140	BEACH SAND Area 7, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
3141	BEACH SAND Area 1, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
3142	BEACH SAND Area 2, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
3143	BEACH SAND Area 3, Delivered in Tandem-Truck	1000	TN	\$ _____	\$ _____
3144	BEACH SAND Area 4, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
3145	BEACH SAND Area 5, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
3146	BEACH SAND Area 6, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
3147	BEACH SAND Area 7, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
3148	CLAY Area 1, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3149	CLAY Area 2, Delivered in Semi-Truck	400	TN	\$_____	\$_____
3150	CLAY Area 3, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3151	CLAY Area 4, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3152	CLAY Area 5, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3153	CLAY Area 6, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3154	CLAY Area 7, Delivered in Semi-Truck	100	TN	\$_____	\$_____
3155	CLAY Area 1, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
3156	CLAY Area 2, Delivered in Tandem-Truck	400	TN	\$_____	\$_____
3157	CLAY Area 3, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
3158	CLAY Area 4, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
3159	CLAY Area 5, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
3160	CLAY Area 6, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
3161	CLAY Area 7, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
GRAND TOTAL THIRD OPTION YEAR					\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
FOURTH OPTION YEAR					
4001	1000 LB RIP RAP (RR7) Area 1, Delivered in Semi Truck	150	TN	\$ _____	\$ _____
4002	1000 LB RIP RAP (RR7) Area 2, Delivered in Semi Truck	150	TN	\$ _____	\$ _____
4003	1000 LB RIP RAP (RR7) Area 3, Delivered in Semi Truck	1000	TN	\$ _____	\$ _____
4004	1000 LB RIP RAP (RR7) Area 4, Delivered in Semi Truck	1000	TN	\$ _____	\$ _____
4005	1000 LB RIP RAP (RR7) Area 5, Delivered in Semi Truck	500	TN	\$ _____	\$ _____
4006	1000 LB RIP RAP (RR7) Area 6, Delivered in Semi Truck	500	TN	\$ _____	\$ _____
4007	1000 LB RIP RAP (RR7) Area 7, Delivered in Semi Truck	500	TN	\$ _____	\$ _____
4008	400 LB RIP RAP (RR5) Area 1, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4009	400 LB RIP RAP (RR5) Area 2, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4010	400 LB RIP RAP (RR5) Area 3, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
4011	400 LB RIP RAP (RR5) Area 4, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
4012	400 LB RIP RAP (RR5) Area 5, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4013	400 LB RIP RAP (RR5) Area 6, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4014	400 LB RIP RAP (RR5) Area 7, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4015	400 LB RIP RAP (RR5) Area 1, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4016	400 LB RIP RAP (RR5) Area 2, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
4017	400 LB RIP RAP (RR5) Area 3, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
4018	400 LB RIP RAP (RR5) Area 4, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
4019	400 LB RIP RAP (RR5) Area 5, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
4020	400 LB RIP RAP (RR5) Area 6, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
4021	400 LB RIP RAP (RR5) Area 7, Delivered in Tandem-Truck	50	TN	\$_____	\$ _____
4022	150 LB RIP RAP (RR4) Area 1, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
4023	150 LB RIP RAP (RR4) Area 2, Delivered in Semi-Truck	40	TN	\$_____	\$ _____
4024	150 LB RIP RAP (RR4) Area 3, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
4025	150 LB RIP RAP (RR4) Area 4, Delivered in Semi-Truck	1000	TN	\$_____	\$ _____
4026	150 LB RIP RAP (RR4) Area 5, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
4027	150 LB RIP RAP (RR4) Area 6, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
4028	150 LB RIP RAP (RR4) Area 7, Delivered in Semi-Truck	500	TN	\$_____	\$ _____
4029	150 LB RIP RAP (RR4) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$ _____
4030	150 LB RIP RAP (RR4) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$ _____
4031	150 LB RIP RAP (RR4) Area 3, Delivered in Tandem-Truck	1000	TN	\$_____	\$ _____
4032	150 LB RIP RAP (RR4) Area 4, Delivered in Tandem-Truck	1000	TN	\$_____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4033	150 LB RIP RAP (RR4) Area 5, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
4034	150 LB RIP RAP (RR4) Area 6, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
4035	150 LB RIP RAP (RR4) Area 7, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
4036	50 LB RIP RAP (RR3) Area 1, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4037	50 LB RIP RAP (RR3) Area 2, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4038	50 LB RIP RAP (RR3) Area 3, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4039	50 LB RIP RAP (RR3) Area 4, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4040	50 LB RIP RAP (RR3) Area 5, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4041	50 LB RIP RAP (RR3) Area 6, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4042	50 LB RIP RAP (RR3) Area 7, Delivered in Semi-Truck	50	TN	\$ _____	\$ _____
4043	50 LB RIP RAP (RR3) Area 1, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
4044	50 LB RIP RAP (RR3) Area 2, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
4045	50 LB RIP RAP (RR3) Area 3, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
4046	50 LB RIP RAP (RR3) Area 4, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
4047	50 LB RIP RAP (RR3) Area 5, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____
4048	50 LB RIP RAP (RR3) Area 6, Delivered in Tandem-Truck	100	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4049	50 LB RIP RAP (RR3) Area 7, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
4050	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4051	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4052	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4053	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4054	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4055	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4056	3" CLEAN CHOKE STONE (RR1) Area 7, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4057	3" CLEAN CHOKE STONE (RR1) Area 1, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
4058	3" CLEAN CHOKE STONE (RR1) Area 2, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
4059	3" CLEAN CHOKE STONE (RR1) Area 3, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
4060	3" CLEAN CHOKE STONE (RR1) Area 4, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
4061	3" CLEAN CHOKE STONE (RR1) Area 5, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
4062	3" CLEAN CHOKE STONE (RR1) Area 6, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
4063	3" CLEAN CHOKE STONE Area 7, Delivered in Tandem-Truck	100	TN	\$_____	\$_____
4064	3" STONE (CA-1) Area 1, Delivered in Semi Truck	40	TN	\$_____	\$_____
4065	3" STONE (CA-1) Area 2, Delivered in Semi Truck	40	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4066	3" STONE (CA-1) Area 3, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
4067	3" STONE (CA-1) Area 4, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
4068	3" STONE (CA-1) Area 5, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
4069	3" STONE (CA-1) Area 6, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
4070	3" STONE (CA-1) Area 7, Delivered in Semi Truck	40	TN	\$ _____	\$ _____
4071	3" STONE (CA-1) Area 1, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
4072	3" STONE (CA-1) Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4073	3" STONE (CA-1) Area 3, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
4074	3" STONE (CA-1) Area 4, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
4075	3" STONE (CA-1) Area 5, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
4076	3" STONE (CA-1) Area 6, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
4077	3" STONE (CA-1) Area 7, Delivered in Tandem-Truck	50	TN	\$ _____	\$ _____
4078	3" MINUS STONE (CA-2) Area 1, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
4079	3" MINUS STONE (CA-2) Area 2, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
4080	3" MINUS STONE (CA-2) Area 3, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____
4081	3" MINUS STONE (CA-2) Area 4, Delivered in Semi-Truck	40	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4082	3" MINUS STONE (CA-2) Area 5, Delivered in Semi-Truck	40	TN	\$_____	\$_____
4083	3" MINUS STONE (CA-2) Area 6, Delivered in Semi-Truck	40	TN	\$_____	\$_____
4084	3" MINUS STONE (CA-2) Area 7, Delivered in Semi-Truck	40	TN	\$_____	\$_____
4085	3" MINUS STONE (CA-2) Area 1, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4086	3" MINUS STONE (CA-2) Area 2, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4087	3" MINUS STONE (CA-2) Area 3, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4088	3" MINUS STONE (CA-2) Area 4, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4089	3" MINUS STONE (CA-2) Area 5, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4090	3" MINUS STONE (CA-2) Area 6, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4091	3" MINUS STONE (CA-2) Area 7, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4092	CA-10 STONE Area 1, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4093	CA-10 STONE Area 2, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4094	CA-10 STONE Area 3, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4095	CA-10 STONE Area 4, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4096	CA-10 STONE Area 5, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4097	CA-10 STONE Area 6, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4098	CA-10 STONE Area 7, Delivered in Semi-Truck	20	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4099	CA-10 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4100	CA-10 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4101	CA-10 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4102	CA-10 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4103	CA-10 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4104	CA-10 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4105	CA-10 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4106	CA-6 STONE Area 1, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
4107	CA-6 STONE Area 2, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
4108	CA-6 STONE Area 3, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
4109	CA-6 STONE Area 4, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
4110	CA-6 STONE Area 5, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
4111	CA-6 STONE Area 6, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
4112	CA-6 STONE Area 7, Delivered in Semi-Truck	20	TN	\$ _____	\$ _____
4113	CA-6 STONE Area 1, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____
4114	CA-6 STONE Area 2, Delivered in Tandem-Truck	150	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4115	CA-6 STONE Area 3, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
4116	CA-6 STONE Area 4, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
4117	CA-6 STONE Area 5, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
4118	CA-6 STONE Area 6, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
4119	CA-6 STONE Area 7, Delivered in Tandem-Truck	150	TN	\$_____	\$_____
4120	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4121	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4122	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4123	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4124	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4125	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4126	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Semi-Truck	20	TN	\$_____	\$_____
4127	3/8 INCH CHIPS (CM-16) Area 1, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4128	3/8 INCH CHIPS (CM-16) Area 2, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4129	3/8 INCH CHIPS (CM-16) Area 3, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4130	3/8 INCH CHIPS (CM-16) Area 4, Delivered in Tandem-Truck	30	TN	\$_____	\$_____
4131	3/8 INCH CHIPS (CM-16) Area 5, Delivered in Tandem-Truck	30	TN	\$_____	\$_____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4132	3/8 INCH CHIPS (CM-16) Area 6, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
4133	3/8 INCH CHIPS (CM-16) Area 7, Delivered in Tandem-Truck	30	TN	\$ _____	\$ _____
4134	BEACH SAND Area 1, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4135	BEACH SAND Area 2, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4136	BEACH SAND Area 3, Delivered in Semi-Truck	1000	TN	\$ _____	\$ _____
4137	BEACH SAND Area 4, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4138	BEACH SAND Area 5, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4139	BEACH SAND Area 6, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4140	BEACH SAND Area 7, Delivered in Semi-Truck	500	TN	\$ _____	\$ _____
4141	BEACH SAND Area 1, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
4142	BEACH SAND Area 2, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
4143	BEACH SAND Area 3, Delivered in Tandem-Truck	1000	TN	\$ _____	\$ _____
4144	BEACH SAND Area 4, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
4145	BEACH SAND Area 5, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
4146	BEACH SAND Area 6, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____
4147	BEACH SAND Area 7, Delivered in Tandem-Truck	500	TN	\$ _____	\$ _____

Item Number	Supplies/Services	Quantity	U/I	Unit Price	Amount
4148	CLAY Area 1, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4149	CLAY Area 2, Delivered in Semi-Truck	400	TN	\$_____	\$_____
4150	CLAY Area 3, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4151	CLAY Area 4, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4152	CLAY Area 5, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4153	CLAY Area 6, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4154	CLAY Area 7, Delivered in Semi-Truck	100	TN	\$_____	\$_____
4155	CLAY Area 1, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
4156	CLAY Area 2, Delivered in Tandem-Truck	400	TN	\$_____	\$_____
4157	CLAY Area 3, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
4158	CLAY Area 4, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
4159	CLAY Area 5, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
4160	CLAY Area 6, Delivered in Tandem-Truck	15	TN	\$_____	\$_____
4161	CLAY Area 7, Delivered in Tandem-Truck	15	TN	\$_____	\$_____

GRAND TOTAL FOURTH OPTION YEAR \$_____

GRAND TOTAL BASE YEAR AND ALL OPTIONS \$_____

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. GENERAL

1.1 Scope. The work to be performed under this contract shall consist of furnishing all labor, equipment, permits and materials necessary to supply, transport and deliver various types of rock, stone, sand and clay in varying quantities to locations designated on Corps of Engineers property at Carlyle Lake and the Kaskaskia Navigation Project in accordance with the terms of this contract. The contractor shall perform all work to the satisfaction of the Project Manager, or his/her authorized representative.

1.2 Contracting Officer. The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of the Contracting Officer acting within the limits of his/her authority.

1.3 Safety.

1.3.1 All work and equipment shall conform with the safety requirements set forth in Corps of Engineers Manual, EM 385-1-1, entitled, "Safety and Health Requirements Manual", copies of which are available at the Carlyle Lake Project Office.

1.3.2 Accident Reporting. An accident constitutes an incident or act involving the contractor, which may or may not have caused obvious damage to persons or property. All accidents shall be reported to the CO within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately.

1.4 Contract Area. The contract areas are located in the central and southwestern part of Illinois. Carlyle Lake is a Flood Control Project on the Kaskaskia River near Carlyle, Illinois approximately 50 miles east of St. Louis, Missouri. The Kaskaskia Navigation Project extends from the Mouth of the Kaskaskia River near Ellis Grove, Il to Fayetteville, Il. See Appendix C for location maps. The contract areas are broken into seven bid units. See Appendix B for map.

2. CONTRACTOR FURNISHED EQUIPMENT, MATERIALS, AND SUPPLIES.

2.1 Supplies. The contractor shall furnish and deliver the following types of rock or sand to locations as designated by the Project Manager or his/her representative.

(1) 1000 lb. rip rap (RR7) Stone shall conform to the following limits:

- 100% - Passing 1000 lbs.
- 30-70% - Passing 300 lbs.
- 0-16% - Passing 12 lbs.

(2) 400 lb. rip rap. Stone shall conform to the following limits:

- 100% - Passing 160 - 400 lbs.
- 50% - Passing 80 - 160 lbs.
- 15% - Passing 30 - 80 lbs.

(3) Quarry Run Stone. Stone shall conform to the following limits:

- 90-100% - Passing 250 lbs.
- 40 - 60% - Passing 20 lbs.

(4) 150 lb. rip rap (RR4) Stone shall conform to the following limits:

- 100% - Passing 150 lbs.
- 30-70% - Passing 40 lbs.

- (5) 50 lb. rip rap (RR3) Stone shall conform to the following limits:

100% - Passing 50 lbs.
30-70% - Passing 10 lbs.

- (6) 3" clean choke stone (RR1) Stone shall conform to the following limits:

U.S. Standard Sq. Mesh	Percent by Weight Passing
3"	100
1 1/2"	33-73
No. 4	0-16

- (7) 3" stone (CA-1) Stone shall conform to the following limits:

U.S. Standard Sq. Mesh	Percent by Weight Passing
3"	100
2 1/2"	90-100
2"	45-75
1 1/2"	0-30
1"	0-6

- (8) 3" minus stone (CA-2) Stone shall conform to the following limits:

U.S. Standard Sq. Mesh	Percent by Weight Passing
2 1/2"	100
2"	90-100
1"	60-90
1/2"	35-65
No. 4	20-40
No.16	5-35

- (9) CA-10 Stone shall conform to the following limits:

U.S. Standard Sq. Mesh	Percent by Weight Passing
1"	60-90
1/2"	35-65
No. 4	20-40
No.16	5-35

- (10) CA-6 Stone shall conform to the following limits:

U.S. Standard Sq. Mesh	Percent by Weight Passing
1 1/2"	100
1"	90-100
1/2"	60-90
No. 4	20-40
No.16	5-35

- (11) CM-16 3/8 inch chips

- (12) Beach Sand Sand shall meet the following gradations in accordance with FA -3 Illinois Specifications, Article 703. Fine Aggregates. Sand shall conform to the following limits:

Screen Size	Percent Passing
No. 4	94-100
No. 10	65-95
No. 40	30-70
No. 80	10-35
No. 200	0-6

- (13) Clay Soil classified as "Clay" shall be inorganic low plasticity clay classified as CL by the American Society for Testing and Materials pamphlet D 2487. It shall contain at least 90 percent passing the No. 4 Sieve, with a maximum rock size of 1 inch.

Rock, sand or clay shall be delivered by semi-truck or tandem truck. Delivery dates and times will be dictated by the Project Manager. Delivery dates and times will be contingent on weather and Corps of Engineers workload. All deliveries will be coordinated between the hours of 8:00 a.m. and 4:00 p.m.

2.2 Equipment. The contractor shall furnish and maintain sufficient equipment suitable to perform the work. All equipment shall be maintained in safe operating condition in accordance with paragraph 1.3 (Safety).

2.3 Vehicles. All vehicles used in performance of this contract shall be clearly marked with an identification sign showing the contractor's name and address.

2.4 Approval of Equipment and Materials. Prior to commencing work, the contractor shall (i) submit to the Project Manager, a written statement identifying all necessary permits have been acquired to transport via State, County and Township roads all necessary materials to be delivered and used during the contract period, and (ii) provide a list of all equipment available to perform the services listed in this contract. The Project Manager reserves the right to inspect any and all equipment and rock prior to, and during, the period of this contract. All material, equipment, and operating procedures must be approved by the Project Manager prior to the commencement of work, prior to implementing any changes. The contractor shall remove from Government property all unapproved stock and equipment.

2.5 Permits and Licenses. The contractor shall, at his/her own expense, obtain any licenses or permits required for transportation of rock/stone from the point of supply to delivery location. Permits may be required by the State of Illinois, Clinton and/or Fayette Counties, for Carlyle Project and/or Randolph, Monroe and St. Clair Counties for the Kaskaskia Project and/or local township road commissioners for exceeding weight limits as designated on local roadways. Also, the contractor shall comply with all current Federal, State, and local laws and regulations and shall comply with any subsequent changes.

3. SPECIFICATIONS FOR ROCK DELIVERY.

3.1 The contractor shall supply all rock and/or stone, as designated by grade/weight and quantities.

3.2 Rock shall be transported in such a manner as to conform with industry standards and applicable laws.

3.3 Rock will be delivered by semi-truck and tandem truck in the quantities requested by the Project Manager and/or his/her representative. The contractor will be notified no less than two days prior to job of the required rock type, quantities and the anticipated time and date to deliver to the specified location.

3.4 No rock shall be delivered without coordination with the Project Manager and/or his/her representative.

4. ENVIRONMENTAL PROTECTION.

4.1 The contractor shall comply with all Federal, State, and local laws regarding environmental protection. All environmental protection matters shall be coordinated with the Project Manager. The contractor may be inspected by the Project Manager, or other Federal, State, and local officials without notice. Access for inspection shall be granted by the contractor upon request.

5. MEASUREMENT

5.1 The materials will be measured for payment by the ton (2,000 pounds) with final quantities rounded to the nearest whole ton. Weight to be paid for will be determined from certified weight tickets that shall be furnished by the Contractor without additional cost to the Government. A certified weight ticket shall be defined as each truck being weighed empty, and again when loaded and the ticket, identified by the Contractor's name and the contract number, signed by a quarry representative with the statement "certified correct". This procedure shall be followed for each load hauled. The Contractor shall initial each ticket to verify accuracy and completeness of each ticket before submitting it to the Government. Certification stating that the scales were tested and approved by the local authority shall be furnished by the Contractor.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

1. The work will be conducted under the general direction of the Project Manager at Carlyle Lake, and is subject to inspection by his/her appointed inspectors. No inspector is authorized to change any provision of the specifications without written authorization by the Park Manger, nor shall the presence or absence of an inspector relieve the contractor from any of the requirements of the contract. Formal acceptance will be made by the Project Manager for and in behalf of the Government.

2. 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F

DELIVERS OR PERFORMANCE**1. PLACE OF DELIVERY**

The items supplied under this contract shall be delivered to:

Department of the Army
St. Louis District, Corps of Engineers
Carlyle Lake Project Office
801 Lake Road
Carlyle, IL 62231

NOTE: Specific areas of delivery will be designated on delivery orders.

Items may be delivered only between the hours of 8:00 AM to 4:00 PM, Monday through Friday. The Government must be given at least two days notice before work begins. Delivery of rock, stone, sand and clay will not be permitted at a time when weather conditions make it undesirable in the opinion of the Contracting Officer. When all work is suspended during such times and because of such conditions, the Contracting Officer will extend the time fixed for completion of contract by a period of time equal to the period of such suspension. The contractor shall furnish certified weight tickets for each shipment.

2. PERFORMANCE OF WORK.

The work under this contract shall be performed during the contract/work period of 28 June 2001 through 27 June 2002. The work will be performed in accordance with solicitation specifications and provisions. A post award conference will be scheduled within 10 days of the award of this contract. The Contractor is required to attend this meeting.

3. SERVICES PERFORMED THROUGH ISSUANCE OF TASK ORDERS.

Delivery/Performance Schedules for those items contained in Schedules B, C, D, and E, will be defined in each individual Delivery Order issued.

4. 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

SECTION G

CONTRACT ADMINISTRATION DATA

PAYMENT. Payment will be made monthly and upon completion of each individual delivery order, for work performed during the billing period at applicable contract unit price, upon receipt of the correct invoice in quadruplicate. NOTE: Payment for each bid item shall constitute full compensation for furnishing all plant, labor, equipment, and material and performing all operations necessary for the work required. Any inability to complete the work stated above will result in a reduction in contract quantities and total amount due the contractor.

Each invoice shall contain the following information:

Contractor's name and address exactly as it appears on the contract (Standard Form 33),

Contract number,

Delivery Order Number (if applicable),

Description of Work,

Quantity of work completed,

Unit,

Unit price,

Extended totals.

In the event an area is closed for any reason, the Government shall have the right to reduce the amount of payment in accordance with the specified unit price of the area for duration the area is closed.

FUNDS AVAILABLE

The applicable appropriation having a balance sufficient to cover the cost of any procurements made hereunder will be cited on each delivery order. No funds are obligated under this basic contract.

SECTION H Special Contract Requirements

ESTIMATED QUANTITIES

The estimated quantity is defined as not varying more than ten percent (10%) above or below the estimated quantity as shown in each delivery order. If the actual quantity of a unit priced item in this contract varies more than ten percent (10%) above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 110 percent or below 90 percent of the estimated quantity.

CONTRACTORS RESPONSIBILITY

It is understood and agreed to by the Contractor, that he assumes full responsibility for the safety of his employees, plant and materials, and for any damage or injury done by or to them from any source or cause. The Contractor shall be responsible for gaining authority from all county roads and township roads. Any liability incurred by damage to these public roads is the responsibility of the Contractor. When hauling permits are required by said road authorities, the Contractor shall furnish certified copies of said permits to the Contracting Officer's Representative prior to commencing delivery of any material under this contract.
(end of clause)

REQUIRED INSURANCE

a. As required by the Contract Clause entitle "Insurance-work on A Government Installation", the Contractor shall furnish to the Contracting Officer, prior to the commencement of work, a certificate or written statement as evidence of the minimum insurance listed below. The Contractor shall procure and maintain such types and amounts of insurance during the entire period of his performance under this contract. The Contractor shall assure that the certificate or written statement is in accordance with required wording indicted in paragraph b of the aforementioned Contract Clause.

- (1) Worker's Compensation – Amounts required by applicable jurisdictional statutes.
- (2) Employer's Liability Insurance -- \$100,000.
- (3) Comprehensive General Liability Insurance – (No property damage liability insurance is required.)
- (4) Comprehensive Automobile Insurance
 - Bodily Injury ---- \$200,000 each person
 - \$500,000 each accident
 - Property Damage --- \$ 20,000 each accident

b. Certificates of insurance should be submitted to the following address:

Department of the Army
 St. Louis District, Corps of Engineers
 Carlyle Lake Project Office
 801 Lake Road
 Carlyle, IL 62231

(end of clause)

SECTION I Contract Clauses

52.202-1 DEFINITIONS. (OCT 1995)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency, and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for

the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse

impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or

analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Post consumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of "recovered material." For paper and paper products, post consumer material means "post consumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Post consumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent post consumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent post consumer material. This lesser standard

should be used only when paper meeting the 30 percent post consumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(a) Definitions.

As used in this clause--

New means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

Reconditioned means restored to the original normal operating condition by readjustments and material replacement.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

Remanufactured means factory rebuilt to original specifications.

Virgin material means--

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
- (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of clause)

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

- (a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--
 - (1) The proposal for the modification;
 - (2) The discussions conducted on the proposal(s), including those related to negotiating;
 - (3) Pricing of the modification; or
 - (4) Performance of the modification.
- (c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.
- (d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.
 - (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the

subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **a twelve month period**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$200.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$100,000.00**;

(2) Any order for a combination of items in excess of **\$100,000.00**; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days after the contract period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
 - (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.

(SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis -Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a)) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the

applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified

acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is

longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that

may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim

relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting

Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property.

After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the

system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for

latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except for remedies expressly provided elsewhere in this contract, the Contractor shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract, and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

52.247-12 SUPERVISION, LABOR, OR MATERIALS (APR 1984)

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above

(incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Government/Contractor Shares of Net Acquisition Savings
[Figures in percent]

Sharing arrangement

Contract type	Incentive (voluntary)	Program requirement (mandatory)		
	Concurrent and Instant future contract contract rate	Concurrent and Instant future contract contract rate		
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....	\1\ 50/50	\1\ 50/50	75/25	75/25
Incentive (fixed-price or cost) (other than award fee).....	(\2\)	\1\ 50/50	(\2\)	75/25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....	\3\ 75/25	\3\ 75/25	85/15	85/15

\1\ The contracting officer may increase the contractor's sharing rate to as high as 75 percent for each VECP. (See 48.102(g) (1) through (7).)

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The contracting officer may increase the contractor's sharing rate to as high as 50 percent for each VECP. (See 48.102(g) (1) through (7).)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump -sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-6 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - ALTERNATE I (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its

agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be a dispute under the Disputes clause.

(f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(g) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR Supplement (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
 - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

(1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and

(2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this

contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

ISSUING DELIVERY ORDERS

a. Delivery orders as necessary to accomplish the work required under this contract may be issued by the Contracting Officer or by an Ordering Officer(s) duly appointed in writing to act as Ordering Officer specific to this contract.

b. Each order shall have specific quantities with maximum allowable time frames. Orders will be issued for a wide range of items and varying quantities within the realm of this contract. (Also see Contract Clause 52.216-19 entitled "Order Limitations".) Upon receipt of a delivery order by the Contractor, the Contractor shall have five normal work days to begin work. During the contract period, aggregate totals for some bid items may exceed the original estimated totals indicated during the bid process. Some bid items may not be required during the contract period.

Listed are delivery order schedules:

DOLLAR RANGES	MAXIMUM ALLOWABLE TIME
-----	-----
\$ 200.00 - \$ 5,000.00	3 Working Days
\$ 5,000.01 - \$ 15,000.00	7 Working Days
\$ 15,000.01 - \$ 30,000.00	15 Working Days
\$ 30,000.01 - \$ 50,000.00	20 Working Days
\$ 50,000.01 - \$ 75,000.00	25 Working Days
\$ 75,000.01 - \$ 100,000.00	30 Working Days

c. Performance periods for delivery orders are based on the schedule above. The schedule does not take into account weather delays which will be allowed when the weather or conditions resulting from weather severely impact or prohibit performance of specified work. The Contracting Officer shall be the sole judge of weather delays and determining severe impact; his/her decision will be final. Specified times in the schedule are based on normal work days. Time stated for completion on delivery orders shall include site cleanup, as applicable.

(end of clause)

END OF SECTION I

SECTION K Representations, Certifications and Other Statements of Offerors

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative

agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 212319 (insert NAICS code).

(2) The small business size standard is 500 employees (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION L Instructions, Conditions and Notices to Bidders

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.214-1 SOLICITATION DEFINITIONS--SEALED BIDDING (JUL 1987)

"Government" means United States Government.

"Offer" means "bid" in sealed bidding.

"Solicitation" means an invitation for bids in sealed bidding.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation.

The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-9 FAILURE TO SUBMIT BID. (JUL 1995)

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements.

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

NOTE: Bids will be opened in Room 4.203, 4th Floor, 1222 Spruce Street, St. Louis, MO at 11:00 AM, 1 May 2001.

Technical questions on subject invitation should be directed to Jackie Taylor, Carlyle Lake @ 618-594-2484
Bidders should return signed Form SF 33, Sections B and K.

(End of provision)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number).

(2) The offeror's name and remittance address, as stated in the offer.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.

(5) The offeror's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.

(7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, U.S. Army Engineer District, St. Louis Corps of Engineers, 1222 Spruce Street, Room 4.207, St. Louis, MO 63103-2833

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

SECTION M Evaluation Factors for Award

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)—EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump -sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

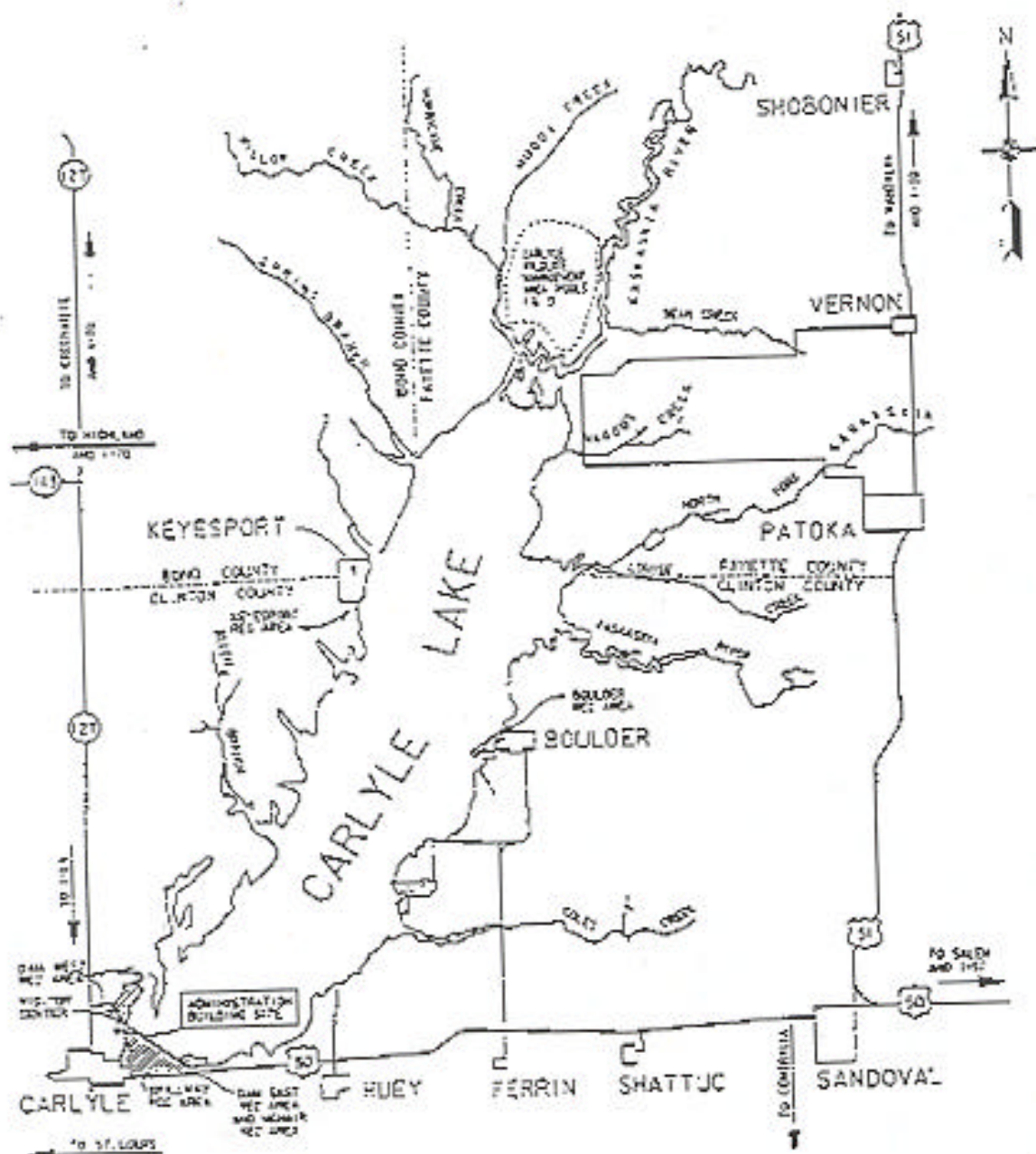
(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

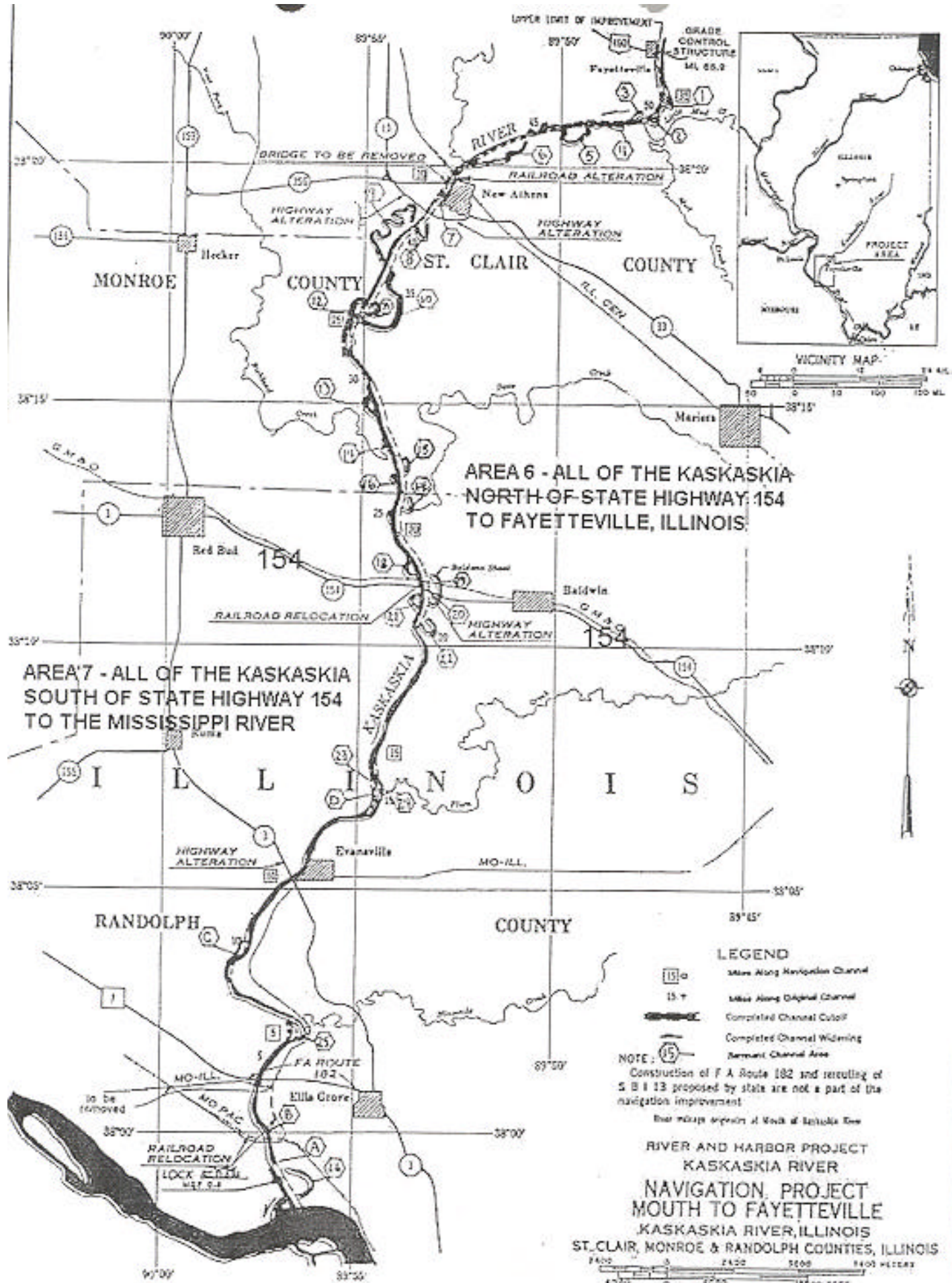
(End of provision)

52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.



APPENDIX A - CARLYLE LAKE



APPENDIX C - KASKASKIA NAVIGATION PROJECT

EXPERIENCE RECORD

APPENDIX D

The following information is to be used only in determining responsibility of the bidder and will NOT become a part of the contract.

Bidder/Offeror is requested to furnish below pertaining to business performed for/with other Government agencies (Federal, State or Local) or private industry.

NAME AND ADDRESS OF GOVERNMENT AGENCY OR PRIVATE INDUSTRY	PERSON TO CONTACT	TELEPHONE NUMBER	CONTRACT NO (if applicable)	DATE OF CONTRACT